

1           **WO**

2

3

4

5

6           **IN THE UNITED STATES DISTRICT COURT**  
7           **FOR THE DISTRICT OF ARIZONA**

8

9 Luis Torres-Ramirez,

No. CV-18-02051-PHX-DWL

10           Plaintiff,

**ORDER**

11           v.

12           Jessicarae Lejk, et al.,

13           Defendants.

14

15           Pending before the Court is the parties’ “Status Report and Stipulation Re:  
16 Scheduling Order” (Doc. 48). The parties informed the Court that “they are actively  
17 posturing this case for possible resolution via mediation in the immediate future” and  
18 stipulated that they would “refrain from the production of reports and securing of  
19 deposition testimony.” (Doc. 48 at 1-2.) The parties further stipulated that “in the event  
20 that they are unable to settle this matter, they will submit a revised Scheduling Order to the  
21 Court . . . .” (*Id.* at 2.)

22           The parties are effectively asking for permission to ignore all of the current  
23 deadlines with the promise that, if the settlement falls through, they will ask (at some  
24 unspecified date in the future) for all of the expired deadlines to be retroactively extended.  
25 The Court interprets the stipulation as a veiled request for a stay.

26           A stay is “not a matter of right,” but is rather “an exercise of judicial discretion,”  
27 the propriety of which “is dependent upon the circumstances of the particular case.”  
28 *Virginian Ry. Co. v. United States*, 272 U.S. 658, 672-73 (1926). “The party requesting a

1 stay bears the burden of showing that the circumstances justify an exercise of that  
2 discretion.” *Nken v. Holder*, 556 U.S. 418, 433-34 (2009). In the case of a joint motion,  
3 the parties share that burden. In determining whether to grant a motion to stay, “the  
4 competing interests [that] will be affected by the granting or refusal to grant a stay must be  
5 weighed.” *Lockyer v. Mirant Corp.*, 398 F.3d 1098, 1110 (9th Cir. 2005) (citing *CMAX,*  
6 *Inc. v. Hall*, 300 F.2d 265, 268 (9th Cir. 1962)).

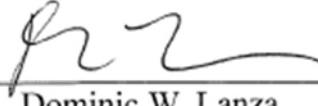
7 The Court “has an interest in managing judicial resources by preventing inactive  
8 cases from remaining indefinitely on its docket,” *United States v. Grantham*, 2018 WL  
9 3239938, \*2 (S.D. Cal. 2018), and therefore the parties must demonstrate that other factors  
10 outweigh this interest to prevail in seeking a stay. Settlement discussions will seldom  
11 suffice. The Court follows a general rule of not extending deadlines to allow parties to  
12 pursue settlement efforts. See [http://www.azd.uscourts.gov/sites/default/files/judge-](http://www.azd.uscourts.gov/sites/default/files/judge-orders/DWL%20Case%20Management%20Order.pdf)  
13 [orders/DWL%20Case%20Management%20Order.pdf](http://www.azd.uscourts.gov/sites/default/files/judge-orders/DWL%20Case%20Management%20Order.pdf). Likewise, in most cases, the Court  
14 does not consider pursuing settlement discussions to be an adequate justification for a stay.  
15 Moreover, the operative scheduling order in this case specifies that “[t]he Court will strictly  
16 enforce the deadlines set forth in this Rule 16 Scheduling Order. Furthermore, the Court  
17 will not grant extensions to the dispositive motion cutoff date due to . . . settlement  
18 negotiations.” (Doc. 28 at 1.) The joint motion to stay will therefore be denied.

19 Accordingly,

20 **IT IS ORDERED** that the parties’ “Status Report and Stipulation Re: Scheduling  
21 Order” (Doc. 48) is denied.

22 Dated this 21st day of May, 2019.

23  
24  
25  
26  
27  
28



Dominic W. Lanza  
United States District Judge